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9
10 **UNITED STATES DISTRICT COURT**
11 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

12 Shantou Juhe Home Furnishings Co.,
13 Ltd., Shantou Mengxiang Home
14 Furnishings Co., Ltd., Jieyang
15 Juxiaonian Trading Co., Ltd., and
Guangzhou Nafenai Trading Co., Ltd.

16 *Plaintiffs,*

17 v.

18 dbest products, Inc.

19 *Defendant.*

20 **Case No. 2:25-cv-00350**

21 **First Amended Complaint For**
22 **Declaratory Judgment**

- 23 1. Declaratory Judgment of Non-
24 Infringement of One or More
25 Claims of the '576 Patent
26 2. Declaratory Judgment of Invalidity
27 of One or More Claims of the '576
28 Patent
3. Unfair Competition Under
California Law
4. Tortious Interference with
Contractual Relationship

Jury Trial Demand

1 This is an action brought under the Declaratory Judgment Act by Plaintiffs
2 Shantou Juhe Home Furnishings Co., Ltd. d/b/a JH.HOME (“JH.HOME”), Shantou
3 Mengxiang Home Furnishings Co., Ltd. d/b/a Meng.Home (“Meng.Home”),
4 Jieyang Juxiaonian Trading Co., Ltd. d/b/a JXN.store (“JXN.store”), and
5 Guangzhou Nafenai Trading Co., Ltd. d/b/a S.BStore (“S.BStore”) (collectively,
6 “Plaintiffs”), against Defendant dbest products, Inc. (“Defendant” or “dbest”), seek
7 a declaration that Plaintiffs’ Storage Bins (the “Accused Product” or “Storage Bin”)
8 does not directly or indirectly infringe United States Patent No. 12,103,576 (the
9 “’576 Patent”), either literally or under the doctrine of equivalents, and/or that
10 the ’576 Patent is invalid. Plaintiffs further assert claims for Unfair Competition
11 under California Law and Tortious Interference with Contractual Relationship
12 against Defendant. Upon actual knowledge with respect to themselves and their acts,
13 and upon information and belief as to all other matters, Plaintiffs allege as follows:

14 INTRODUCTION

15 1. Plaintiffs received notices from Amazon.com, stating that Plaintiffs’
16 Storage Bin were removed from Amazon’s online marketplace because of the
17 alleged infringement of the ’576 Patent. The notices from Amazon sent to Plaintiffs
18 are attached hereto as **Exhibits A, B, C, D, and M**. Amazon also notified Plaintiffs
19 that they need a court order stating that Plaintiffs are allowed to sell the removed
20 products to reactivate their listings. Defendant’s objectively baseless infringement

1 complaints to Amazon have caused and continue to cause significant harm to
2 Plaintiffs as the Accused Product have been removed from Amazon and Plaintiffs
3 will lose all associated goodwill in the listings, not to mention lost sales. The alleged
4 infringement to Amazon is wholly without merit as the Accused Product do not meet
5 each and every limitation of any claim under the '576 Patent. Furthermore, the '576
6 Patent is invalid under 35 U.S.C. §§ 102, 103 and/or 112.
7
8

9 **NATURE OF THE ACTION**

10
11 2. This action seeks Declaratory Judgments of patent non-infringement
12 under the Declaratory Judgment Act, 28 U.S.C. § 2201 *et seq.*, and the United States
13 Patent Laws, 35 U.S.C. § 101 *et seq.* Defendant's actions have caused and continue
14 to cause significant harm to Plaintiffs as the Accused Product have been removed
15 from Amazon through the enforcement of the '576 Patent.
16
17

18 3. This is an action under the Declaratory Judgment Act, 28 U.S.C. §§
19 2201 and 2202, seeking a declaratory judgment that Defendant's '576 Patent is
20 invalid under at least 35 U.S.C. §§ 102, 103 and/or 112.
21
22

23 4. This action further seeks damages for Defendants' tortious activities.
24

25 **PARTIES**

26 5. Plaintiff Shantou Juhe Home Furnishings Co., Ltd. is a limited liability
27 company organized and existing under the laws of the People's Republic of China,
28 having its principal place of business at Room 38, Unit 806, Building 3, Baoneng

1 Times Bay, No. 1 Shangang Road, East Coast New City, Longhu District, Shantou
2 City, China. Plaintiff does business in this District through on-line marketplace,
3 Amazon, using the name, JH.HOME.
4

5 6. Plaintiff Shantou Mengxiang Home Furnishings Co., Ltd. is a limited
6 liability company organized and existing under the laws of the People's Republic of
7 China, having its principal place of business at Room 37, Unit 806, Building 3,
8 Baoneng Times Bay, No. 1 Shangang Road, East Coast New City, Longhu District,
9 Shantou City, Guangdong Province, China. Plaintiff does business in this District
10 through on-line marketplace, Amazon, using the name, Meng.Home Direct.
11
12

13 7. Plaintiff Jieyang Juxiaonian Trading Co., Ltd. is a limited liability
14 company organized and existing under the laws of the People's Republic of China,
15 having its principal place of business at No. 86, North Second Alley, Erwei Canal,
16 Tangpu Village, Fengmei, Konggang Economic Zone, Jieyang City, Guangdong
17 Province, China. Plaintiff does business in this District through on-line marketplace,
18 Amazon, using the name, JXN.store.
19
20
21

22 8. Plaintiff Guangzhou Nafenai Trading Co., Ltd. is a limited liability
23 company organized and existing under the laws of the People's Republic of China,
24 having its principal place of business at Rooms 1101, 1102, 1103, 1104, 1105, No.
25 122-1, Huangpu Avenue West, Tianhe District, Guangzhou, China. Plaintiff does
26
27
28

1 business in this District through on-line marketplace, Amazon, using the name, d/b/a
2 S.BStore.
3

4 9. Upon information and belief, Defendant dbest products, Inc. is a
5 corporation organized and existing under the laws of the State of California and
6 maintains a place of business at 16506 S AVALON BLVD CARSON, CA 90746.
7 Defendant is registered as the applicant and assignee of the '576 Patent.
8
9

10 **JURISDICTION AND VENUE**

11 10. This Court has subject matter jurisdiction under 28 U.S.C. §§ 2201,
12 2202, 1331, 1338(a), because this action arises under the laws of the United States,
13 in particular the Patent Act of the United States, 35 U.S.C. § 100 et seq. Plaintiffs
14 further pleads this Court has pendent jurisdiction, and supplemental jurisdiction
15 pursuant to 28 U.S.C. § 1367.
16
17

18 11. An actual case or controversy exists between the parties to this action.
19 Defendant's actions have caused and continue to cause significant harm to Plaintiffs
20 as the Accused Product have been removed from Amazon through the enforcement
21 of the '576 Patent. Defendant's actions thereby give rise to an actual controversy
22 under 28 U.S.C. §§ 2201 et. seq.
23
24

25 12. This Court has personal jurisdiction over Defendant because it is
26 incorporated in California, has a principal place of business in California, and
27 maintains substantial and continuous business operations in California.
28

1 13. Venue is proper in this district pursuant to at least 28 U.S.C. § 1391,
2 because a substantial part of the events giving rise to the claim occurred in this
3 District. At issue in this action is whether Plaintiffs commit acts of infringement in
4 the United States and whether products made, sold, offered for sale, used and/or
5 imported into the United States by Plaintiffs infringe the '576 Patent. Defendant is
6 incorporated and has its principal place of business in this District and the allegedly
7 infringing activities have occurred in this District.
8
9
10

11 **THE ACCUSED PRODUCT**

12 14. On or about December 9, 2024, Plaintiff JH.HOME received a Notice
13 from Amazon stating that certain ASINs, B0D2NMW6WP, B0DJ2QJTN8,
14 B0D2NP37TX, B0DJ2S2J3X, B0DKTHJ5HX, B0DNMFnBB4, and
15 B0DP2M5JVP were removed due to a patent infringement complaint for the '576
16 Patent filed by the Defendant. **See Exhibit A.**
17
18
19

20 15. Upon information and belief, Plaintiff JH.HOME's following Amazon
21 ASINs were also delisted due to the alleged patent infringement complaint filed by
22 Defendant for the '576 Patent: B0D1KJ5CCD, B0D1KJPGWT, B0D1KJGFRF,
23 B0DNQFMM13, B0DJNYF6DY, B0DNQH6BTW, B0DJNYMMM9,
24 B0DNQFP393, B0DJNZCC8D. **See Exhibit B.**
25
26

27 16. On or about December 20, 2024, Plaintiff Meng.HOME received a
28 Notice from Amazon stating that certain ASINs, B0DPWWGYZS, B0DPWY84W3,

1 and B0DPWXX29P were removed due to a patent infringement complaint for
2 the '576 Patent filed by the Defendant. *See Exhibit C.*
3

4 17. On or about November 26, 2024, Plaintiff JXN received a Notice from
5 Amazon stating that certain ASINs, B0CBMNTRCR, B0CBMKQ37R,
6 B0CBMMY5H8, B0CBML467H, B0CBMLM355, and B0CBMM3LLQ were
7 removed due to a patent infringement complaint for the '576 Patent filed by the
8 Defendant. *See Exhibit D.*
9
10

11 18. On or about December 5, 2024, Plaintiff S.BStore received a Notice
12 from Amazon stating that certain ASINs, B0BZCYGGP2, B0BZCZ9FC3, and
13 B0BZCYSFD7 were removed due to a patent infringement complaint for the '576
14 Patent filed by the Defendant. *See Exhibit M.*
15
16

17 19. In the Notices, Amazon informed Plaintiffs that the rights owner email
18 of the '576 Patent kpereira@dbestproducts.net. The alleged infringement type is
19 Utility Patent and the IP asserted is 12,103,576. *See Exhibits A, B, C, D, and M.*
20

21 20. The Amazon marketplace constitutes Plaintiffs' primary sales channel
22 into the United States. To remain competitive in the United States market for Storage
23 Bin, Plaintiff needs its products listed in the Amazon marketplace. Amazon has
24 removed Plaintiffs' Storage Bin from the marketplace, preventing Plaintiff from
25 accessing its largest channel of trade because of Defendant's infringement complaint.
26
27
28

1 Thus, Defendant's submission of Amazon infringement complaint has caused and
2 continues to cause immediate and irreparable harm to Plaintiffs.
3

4 **U.S. PATENT NO. 11,478,576**

5 21. The face of the '576 Patent lists Defendant as the applicant and assignee
6 of patent. *See Exhibit E.*
7

8 22. The '576 Patent is entitled "STACKABLE COLLAPSIBLE CARTS"
9 and generally discloses "a collapsible cart configured to transition from a closed
10 condition where it may be folded up to an open condition where it may be expanded
11 for use, the collapsible cart including a rigid frame forming a compartment, the rigid
12 frame having a front wall, a rear wall, a right sidewall, a left sidewall, and a bottom
13 wall, the right sidewall and the left sidewall may be configured to fold inwardly in
14 the closed condition. **Exhibit E**, at Abstract.
15
16
17

18 23. The '576 Patent was issued on October 1, 2024. The '576 Patent has
19 three independent claims and 15 dependent claims. *See Exhibit E.*
20

21 **COUNT I**

22 **(DECLARATORY JUDGMENT OF NON-INFRINGEMENT OF ONE OR**
23 **MORE CLAIMS OF THE '576 PATENT)**
24

25 24. Plaintiffs incorporate by reference the allegations set forth above in this
26 Complaint as if fully set forth herein.
27

28 25. An actual, continuing and justiciable controversy exists between
Plaintiffs and Defendant concerning the non-infringement of the '576 Patent by the

1 Storage Bin, as evidenced by Defendant's allegations of infringement on Amazon,
2 as set forth above. A judicial declaration is necessary to determine the parties'
3 respective rights regarding the '576 Patent.
4

5 26. Plaintiff's Storage Bin does not infringe any of the presumably valid
6 claims of the '576 Patent, as the Storage Bin fails to meet one or more elements of
7 independent claims 1, 11, and 15 of the '576 Patent.
8

9 27. Claim 1 of the '576 Patent recites:
10

11 A collapsible cart configured to transition from a closed condition where it
12 is folded up to an open condition where it is expanded for use, the collapsible
13 cart comprising:

14 a rigid frame forming a compartment, the rigid frame having a front
15 wall, a rear wall, a right sidewall, a left sidewall, and a bottom wall, the
16 right sidewall and the left sidewall are configured to fold inwardly in
17 the closed condition; the right sidewall comprising a first right panel
18 rotatably coupled to a second right panel; the second right panel
proportioned to fit within an opening in the first right panel;

19 a first track formed along the first right panel and the second right panel
20 extending from a first position on the first right panel to a second
21 position on the second right panel; and

22 **a first slideable member cooperatively engaged to the first track,**
23 **the first slideable member is movable along the first track between**
24 **an open position to a closed position to selectively lock the first right**
25 **panel to the second right panel,** wherein the first slideable member is
26 in the open position when disposed along the first track adjacent the
27 first position of the first track while not disposed along the second right
28 panel and is in the closed position when disposed along the first track
adjacent the second position of the first track while being disposed
across both the first right panel and second right panel.

28 28. Claim 11 of the '576 Patent recites:

1 A cart comprising:

2 a rigid frame forming a compartment in an open condition, the rigid
3 frame having a front wall, a rear wall, a right sidewall, a left sidewall,
4 and a bottom wall, the right sidewall and the left sidewall are configured
5 to fold inwardly in the closed condition, the right sidewall comprising
6 a first right panel rotatably coupled to a second right panel, the right
7 sidewall further comprising a third right panel, wherein the second right
8 panel and the third right panel conform in shape to collectively cover
9 the opening in the first right panel and, the second right panel comprises
10 a ribbed wall with a plurality of ribs; and

11 **a first lock assembly integrated with the first right panel and the**
12 **second right panel**, the first lock assembly having a first condition for
locking the first right panel to the second right panel, and a second
condition for unlocking the first right panel from the second right panel.

13 29. Claim 15 of the '576 Patent recites:

14 A stackable collapsible cart configured to transition from a closed condition
15 where it is folded up to an open condition where it is expanded for use, the
16 stackable collapsible cart comprising:

17 a rigid frame forming a compartment in the open condition, the rigid
18 frame having a front wall, a rear wall, a right sidewall, a left sidewall,
19 and a bottom wall, the right sidewall and the left sidewall are configured
20 to fold inwardly in the closed condition, the right sidewall comprising
21 a first right panel rotatably coupled to a second right panel;

22 **a first lock assembly integrated with the first right panel and the**
23 **second right panel**, the first lock assembly having a first condition for
locking the first right panel to the second right panel, and a second
24 condition for unlocking the first right panel from the second right panel;

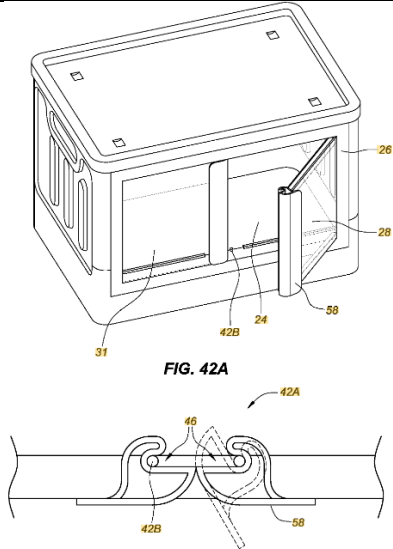

25 a wheel assembly coupled to the bottom wall of the cart, the first wheel
26 assembly having a first vertical axis; and

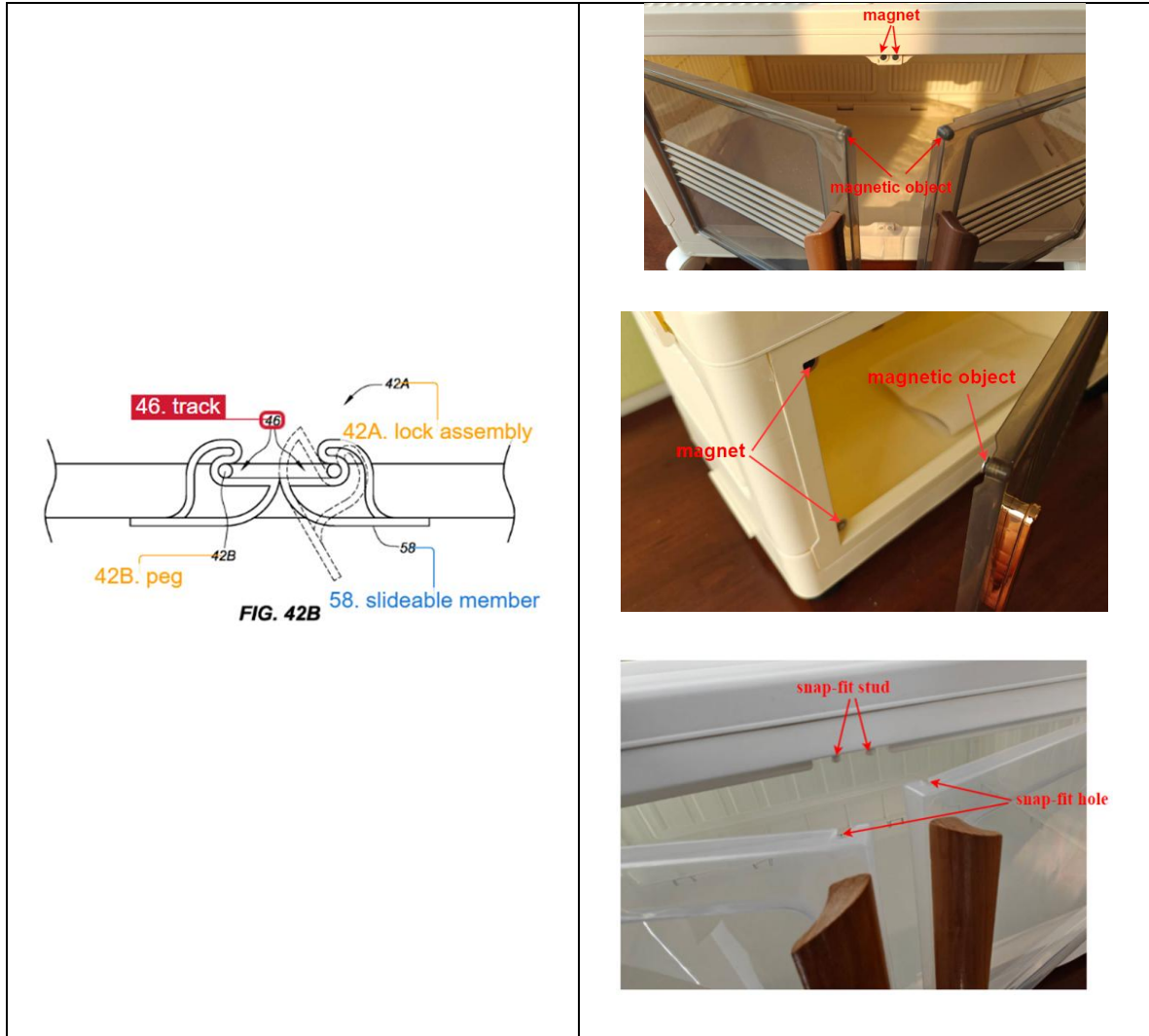
27 a rigid top cover conforming in shape to a top opening of the
28 compartment, the rigid top cover securely fits in a first position over the
top opening to serve as a cover on top of the collapsible cart, the rigid

top cover securely fits in a second position when the right sidewall and left sidewall fold inwardly in a closed condition, wherein the rigid top cover has an indentation pattern being at least substantially aligned with the vertical axis of the wheel assembly, the indentation pattern configured to receive a wheel assembly from another identical collapsible cart when stacked vertically.

30. Plaintiff's Storage Bin does not directly or indirectly infringe the '576 Patent, either literally or under the doctrine of equivalents, at least because Plaintiff's Storage Bin lacks, and does not require, the sliding locking mechanism recited in claims 1, 11, and 15, as illustrated in **Chart 1** below:

Chart 1

The Sliding Locking Mechanism of The '576 Patent Reads On Figure	Plaintiff's Storage Bin
 <p>FIG. 42A</p>	



31. For example, Plaintiff's Storage Bin lacks, and does not require, the sliding locking mechanism recited in claim 1 (achieved through the interaction between the track and the slideable member). Instead, the closing of the side door(s) of Plaintiffs JH.HOME, Meng.Home, JXN.store's Storage Bin is entirely based on magnetic attraction. Specifically, each side door (panel) of Plaintiff's Storage Bin is equipped with a magnetic object (ferromagnetic metal or another magnet), while the corresponding side bin frame is equipped with a matching magnet. The magnetic

1 object and the magnet pair together to achieve attraction, thereby securing the side
2 doors of Plaintiff's Storage Bin. Once a user applies external force to pull any side
3 door outward, the magnetic attraction is broken, and the side door is opened. Further,
4 Plaintiff S.B Store's Storage Bin achieves the opening and closing action of the
5 storage bin door solely through a snap-fit structure.
6
7

8 32. Therefore, at least regarding the locking mechanism, the difference
9 between Plaintiff's Storage Bin and claim 1 is substantial, as their locking
10 mechanisms (ways) are completely different. Consequently, under both the literal
11 interpretation and the doctrine of equivalents, Plaintiff's Storage Bin does not
12 infringe the presumably valid claim 1 of the '576 Patent.
13
14

15 33. Likewise, since the presumably valid independent Claim 1 of the '576
16 Patent is not infringed, neither are the remaining dependent claims 2-10. *Wahpeton*
17 *Canvas Co. v. Frontier, Inc.*, 870 F.2d 1546, 1552 n.9, 1553 (Fed. Cir. 1989) (a
18 dependent claim cannot be infringed if any claim from which it depends is not
19 infringed).
20
21

22 34. For the same reasons, since Plaintiff's Storage Bin lacks, and does not
23 require, the sliding locking mechanism recited in claims 1, 11, and 15 of the '576
24 Patent, Plaintiff's Storage Bin does not infringe any of the presumably valid claims
25 of the '576 Patent, under both the literal interpretation and the doctrine of equivalents.
26
27
28

1 **See Exhibits F, G, H, I, and N** for detailed non-infringement contentions
2 concerning each product.
3

4 35. Defendant's baseless infringement reports on the Amazon platform
5 have caused imminent and real threat of an infringement lawsuit. Plaintiffs have also
6 suffered significant damages because their listings were removed by Amazon.
7

8 36. Pursuant to the Declaratory Judgment Act, Plaintiffs request a judicial
9 determination and declaration that the Accused Product do not infringe, either
10 directly or indirectly, literally or under the doctrine of equivalents, any presumably
11 valid claim of the '576 Patent.
12

13
14 37. Plaintiffs are also entitled to recover damages caused by Defendant.
15

16 **COUNT II**
17 **(DECLARATORY JUDGMENT OF INVALIDITY OF**
18 **ONE OR MORE CLAIMS OF THE '576 PATENT)**

19 38. Plaintiffs incorporate by reference the allegations set forth above in this
20 Complaint as if fully set forth herein.
21

22 39. An actual, continuing and justiciable controversy exists between
23 Plaintiffs and Defendant concerning the validity of the '576 Patent, as evidenced by
24 Defendant's allegations of infringement on Amazon, as set forth above.
25

26 40. The claims of the '576 Patent are invalid for failure to meet the
27 conditions of patentability and/or otherwise comply with one of more of the
28 provisions of the patent laws of the United States, including, but not limited to 35
U.S.C. §§ 101, 102, 103, and/or 112, at least in view of the prior art cited herein, *see*

1 **Exhibit J**, as well as any additional prior art that may come to light during this
2 litigation.
3

4 41. By way of example and not limitation, at least the Chinese Patent
5 Publication No. CN112918890A, entitled “A storage module” to Song (“Song”), by
6 itself or in combination with other prior art, anticipates and/or renders obvious
7 claims 1-18 of the ’576 Patent. Song was filed on February 1, 2021, and was
8 published on June 8, 2021. A copy of Song is attached hereto as **Exhibit K**.
9
10

11 42. In addition to the Song and by way of further example and not limitation,
12 U.S. Patent Publication No. 2002/0171228 in combination with Song anticipates
13 and/or renders obvious claims 1 through 18 of the ’576 Patent. U.S. Patent
14 Publication No. 2002/0171228 is entitled “Accessories for a collapsible rolling
15 caddy” to Darren (“Darren”). Darren was filed on July 03, 2002, and was published
16 on November 21, 2002. A copy of Darren is attached hereto as **Exhibit L**.
17
18

19 43. All the claims of the ’576 Patent are anticipated and/or rendered
20 obvious by the prior art listed above or their combinations.
21

22 44. Defendant’s baseless infringement reports on the Amazon platform
23 have caused imminent and real threat of an infringement lawsuit. Plaintiff has also
24 suffered significant damages because its listings were removed by Amazon.
25
26

27 45. A substantial, immediate, and real controversy exists between Plaintiffs
28 and Defendant regarding the validity of the ’576 Patent.

1 46. Plaintiffs seek a declaratory judgment that the claims of the '576 Patent
2 are invalid for failure to meet the conditions of patentability and/or otherwise comply
3 with one of more of the provisions of the patent laws of the United States, including,
4 but not limited to 35 U.S.C. §§ 101, 102, 103, and/or 112.
5

6
7 47. Plaintiffs are also entitled to recover damages caused by Defendant.
8

9 **COUNT III**
10 **(UNFAIR COMPETITION UNDER CALIFORNIA LAW)**

11 48. Plaintiffs incorporate by reference the allegations set forth above in this
12 Complaint as if fully set forth herein.

13 49. The conduct of Defendant amount to unfair competition under Section
14 17200 et seq. of the California Business & Professions Code, which prohibits any
15 unlawful, unfair, or fraudulent business act or practice.
16

17 50. Defendant violated the Unfair Competition Law by making
18 infringement complaints to Amazon.com in or around November and December
19 2025, despite knowing that the '576 Patent is not infringed and/or is invalid. As a
20 result of Defendant's complaints, Plaintiffs' Storage Bins were removed from
21 Amazon's online marketplace.
22
23

24 51. Plaintiffs' business has been and continues to be harmed as a result of
25 Defendant's unlawful, unfair, and fraudulent conduct in requesting Amazon to
26 remove Plaintiffs' listings of the Accused Product based on a knowingly invalid and
27 non-infringed '576 Patent.
28

52. Plaintiffs have suffered direct, proximate, and foreseeable damages and continue to suffer direct, proximate, and foreseeable damages.

53. Upon information and belief, Plaintiffs directly compete with Defendant in the storage bin industry.

54. As a direct and proximate result of Defendant's acts of unfair competition, Defendant has wrongfully appropriated Plaintiffs' profits and sales, along with Plaintiffs' substantial investment of time, energy, and money. Defendant should, therefore, disgorge all profits obtained through the above conduct and should also be ordered to make full restitution to Plaintiffs as a consequence of its unlawful, unfair, and fraudulent activities.

55. By reason of Defendant's wrongful acts, Plaintiffs are entitled to equitable remedies and damages in an amount to be proven at trial.

COUNT IV
(TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONSHIP)

56. Plaintiffs incorporates by reference the allegations set forth above in this Complaint as if fully set forth herein.

57. To state a claim for “intentional interference with contractual relations, a plaintiff must allege: ‘(1) a valid contract between plaintiff and a third party; (2) defendant’s knowledge of this contract; (3) defendant’s intentional acts designed to induce a breach or disruption of the contractual relationship; (4) actual breach or disruption of the contractual relationship; and (5) resulting damage.’” *UMG*

1 *Recordings, Inc. v. Glob. Eagle Ent., Inc.*, 117 F. Supp. 3d 1092, 1115 (C.D. Cal.
2 2015).

3
4 58. Plaintiffs had valid and existing contracts with Amazon to sell the
5 Accused Product through their Amazon storefronts.

6
7 59. Defendant knew or should have known of Plaintiffs' contractual
8 relationships with Amazon, because Defendant's false allegations were made against
9 Plaintiffs' Amazon storefronts.

10
11 60. Defendant intentionally interfered with Plaintiffs' contractual
12 relationships with Amazon.com. Defendant knowingly and intentionally, by ways
13 of asserting false allegations of patent infringement against Plaintiffs, requested
14 Amazon to remove Plaintiffs' product listings.

15
16 61. As a result of Defendant's wrongful acts, Plaintiffs' products were
17 delisted and eliminated from competition.

18
19 62. Plaintiffs have suffered direct, proximate, and foreseeable damages and
20 continue to suffer direct, proximate, and foreseeable damages.

21
22 63. By reason of Defendant's acts, Plaintiffs are entitled to equitable
23 remedies and damages in an amount to be proven at trial.

24
25 **PRAYER FOR RELIEF**

26
27 WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

28 A. For judgment in favor of Plaintiffs against Defendant on all claims.

1 B. Declaring that Plaintiffs' Storage Bin do not infringe any of the claims of
2 the '576 Patent;

3
4 C. Declaring that the claims of the '576 Patent are invalid for failing to satisfy
5 the criteria of 35 U.S.C. §§ 102, 103 and/or 112;

6
7 D. Preliminary and permanent injunctions ordering Defendant to withdraw all
8 Amazon infringement complaints lodged against the Plaintiffs' Storage Bin based
9 on the '576 Patent, and to refrain from lodging any further infringement complaints
10 regarding the same (the "Order");

11
12 E. Ordering Defendant to return to the Court with proof of compliance of the
13 Order within seven (7) days of entry thereof, with a copy served on Plaintiffs'
14 attorney.

15
16 F. That judgement be entered declaring that Defendant violated the unfair
17 competition laws of California and enter appropriate permanent injunctions;

18
19 G. A finding that this case is exceptional and an award to Plaintiffs of their costs,
20 expenses, and reasonable attorney fees incurred in this action pursuant to 35 U.S.C
21 § 285;

22
23 H. Awarding Plaintiffs damages due to Defendant's improper acts, doubled
24 and/or trebled due to the willful and exceptional nature of the case;

25
26 I. Awarding Plaintiffs compensatory, general and special, consequential and
27 incidental damages in an amount to be determined at trial;

1 J. Awarding Plaintiffs exemplary, punitive, statutory, and enhanced damages;

2 K. Awarding pre- and post- judgment interest; and

3
4 L. Awarding Plaintiffs such other and further relief as this Court deems is just
5 and proper.

6
7 **JURY TRIAL DEMAND**

8 Plaintiffs hereby demand a jury trial on all issues so triable.
9
10

11 Respectfully submitted,
12 Glacier Law LLP

13 Date: February 14, 2025

14 By: /s/Tianyu Ju

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